

Amendment 257

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 257 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 24th day of June, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc.), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the labor hours to provide qualified technical staff to participate in a conference call regarding King County Metro (KCM) issues related to its On Board Fare Transaction Processor (OBFTP) Full Integration Mode (FIM) testing in the Regional Transit Bed (RTB). This Work is more fully described in RFI-696-ORCA KCM FIM Future Date Testing in the RTB as approved by the Agencies on June 13, 2013.

- C. The Parties agree that the Work necessary to participate in the conference call regarding FIM testing will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

- 1.1 The Contractor will provide the services of three (3) qualified technical staff to participate in a conference call with staff from KCM and INIT, a 3rd Party vendor supporting KCM. The purpose of the call is to understand new testing requirements to accommodate FIM and strategize options to modify the test environment to satisfy these requirements. Such work will include the following:
- (a) For a period not to exceed two (2) consecutive hours duration, the Contractor will provide the services of the following technical staff to participate in the conference call:
 - i. One (1) Field Service Manager
 - ii. One (1) Senior Front Office Programmer
 - iii. One (1) Business Analyst
 - (b) No later than three (3) Business Days, prior to the call, Contractor's staff will review a video file, provided by the Agency, which illustrates the testing error currently experienced on the OBFTP in FIM mode when attempting Future Date Testing in the RTB.

Section 2.0 Schedule

- 2.1 The Work described in Section 1.0 will be performed during a conference call to be scheduled at a mutually agreeable date and time, during the month of June 2013, for period of time not to exceed of two (2) hours.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 257

To provide qualified technical staff to participate in a conference call regarding KCM FIM testing.	
TOTAL	\$719

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Fifty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology, Inc

By: [Signature]
Its: General Manager
Date: 6/20/13

The Agencies

By: [Signature]
Their: Operations Manager
On behalf of the Agencies
Date: June 24, 2013